

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

JOSEPH BEASLEY, TERRI L. BURTON,)	
SHELITA COBB, and JANIE)	
WIGGINGTON, individually and on behalf)	
of others similarly situated,)	CASE NO. 1:20-CV-00820-SEB-DLP
)	
Plaintiffs,)	
)	
v.)	
)	
ANTHEM, INC.,)	
)	
Defendant.)	

JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT

The parties, by counsel, respectfully request the Court to enter an Order approving the Settlement Agreement (“Agreement”) reached by the parties in the above-referenced matter that is attached hereto and incorporated herein as Exhibit 1. In support of this Joint Motion, the parties state as follows:

1. This Joint Motion is filed pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201-219.

2. On December 4, 2019, Plaintiff Shelita Cobb filed her Complaint alleging violations of the FLSA on behalf of themselves and others similarly situated. (ECF No. 1). Plaintiff alleged in the lawsuit that Defendant violated federal law by failing to pay Plaintiff and others proper compensation for all hours worked. Specifically, Plaintiff alleges that Defendant paid all similarly situated employees an hourly rate of compensation, but did not pay them for all hours worked off the clock.

3. On February 12, 2020, Plaintiffs Joseph Beasley and Janie Wiggington joined this lawsuit by filing consents to sue (ECF Nos. 29 and 30).

4. On March 6, 2020, the Honorable Judge Whitney granted Parties' joint motion to transfer this matter to the United States District Court for the Southern District of Indiana. (ECF No. 35).

5. On April 2, 2020, Plaintiffs filed their Amended Complaint ("First Amended Complaint") adding additional party plaintiffs and state-based class claims against Defendant. (ECF No. 51).

6. On April 29, 2020, Plaintiffs filed a Second Amended Complaint to include further wage-based claims against Defendant and to add additional party. (ECF No. 64).

7. On May 13, 2020, Defendant filed their Answer to Plaintiffs' Second Amended Complaint, Defendant denying any and all liability to Plaintiffs. (ECF No. 74).

8. On July 3, 2020, the Parties filed a Joint Motion to Approve their Stipulation Conditionally Certifying a Collective Action Pursuant to 29 U.S.C. 216(b) (ECF Nos. 92, 93).

9. On July 27, 2020, the Court granted the Parties' Joint Motion and conditionally certified the Collectives as set forth in the Parties' Stipulation. (ECF No. 99).

The Court approved the stipulation conditionally certifying a FLSA collective action of all individuals in the following four collectives:

1. **The Indiana Collective:** all current and former full-time, hourly-paid associates who held the job title of Utilization Management Representative I while working at Anthem's Central National Local & GA call center located at 220 Virginia Ave in Indianapolis, Indiana, at any time within the period of three years prior to the date on which this Stipulation is approved to March 18, 2020 or who held the job title of Customer Care Representative I or Customer Care Representative II at Anthem's AHG/MHA-NASCO call center located at 220 Virginia Ave in Indianapolis, Indiana, at any time from July 17, 2017 to March 18, 2020.
2. **The Kentucky Collective:** all current and former full-time, hourly-paid associates who held the job title of Customer Care Representative I or Customer Care Representative II while working at Anthem's KEHP/Member call center located at 13550 Triton Park, Louisville, Kentucky, at any time from July 17, 2017 to March 18, 2020.

3. **The Pennsylvania Collective:** all current and former full-time, hourly-paid associates who held the job title of SCA Customer Care Representative I, SCA Customer Care Representative II, or SCA Customer Care Representative II – Multi while working at Anthem’s SCA call center located at 2400 Thea Drive, Harrisburg, Pennsylvania, at any time from July 17, 2017 to March 18, 2020.
4. **The Virginia Collective:** all current and former full-time, hourly-paid associates who held the job title of Consumer Service Associate, Customer Care Representative I or Customer Care Representative II while working at Anthem’s VA ACA and Legacy Call Center and/or Enterprise Individual ACA Call Center located at 2015 Staples Mill Rd in Richmond, Virginia, at any time from July 17, 2017 to March 18, 2020.

The Court-approved notice provided:

If you choose to join this lawsuit, you will be bound by any outcome, whether favorable or unfavorable. If the Named Plaintiffs and anyone else who joins this lawsuit prevail at trial, or a settlement is reached, you may be entitled to share in any money recovered. On the other hand, if Anthem prevails, you will not recover any money and may be required to pay a portion of Anthem’s costs.

Once you join this lawsuit, you cannot sue, continue to sue, or be a party in any other lawsuit against Anthem about any of the claims at issue in this case or any other federal, state, or local overtime claims. It also means that all of the court’s orders in this lawsuit will apply to you and legally bind you.

10. In addition to Named Plaintiffs, the individuals listed in Exhibit A to the proposed Settlement Agreement timely filed consents to join this Lawsuit. Hereinafter, these individuals are collectively referred to as “Opt-Ins” or “Plaintiffs.”

Each Opt-In executed a consent providing in relevant part:

1. I hereby consent to join and opt-in to become a plaintiff in the above-captioned collective action lawsuit filed against Anthem, Inc. to pursue my claim of unpaid overtime wages for time worked outside of my scheduled shift while working as a [respective position] at [respective location], at any time within [relevant time period].
2. I understand that this lawsuit seeks unpaid overtime wages, liquidated damages, and attorneys’ fees and costs under the FLSA.

I consent to be bound by the Court's orders and decisions in this case.

3. I designate the law firms and attorneys at Brown, LLC and Macey Swanson LLP as my attorneys to represent me in this lawsuit.

4. I consent to having the Named Plaintiffs Shelita Cobb, Terri L. Burton, Joseph Beasley and Janie Wiggington pursue this lawsuit in my name, and on my behalf, and **I designate the Named Plaintiffs to make decisions on my behalf concerning the litigation, including decisions regarding settlement or trial, negotiating a resolution of my claims and entering into an agreement regarding attorneys' fees and costs, and I understand and agree to be bound by such decisions.**

(Emphasis added).

11. The parties reached a compromise agreement in principle in March 2021. The Named Plaintiffs, on behalf of themselves and the Plaintiffs, and Defendant, have since agreed to the proposed Settlement Agreement resolving this matter (subject to court approval). The Settlement Allocations outlined in Exhibit A of the Settlement Agreement were determined based on a formula that factored in the number of workweeks the Plaintiff worked for Defendant during the relevant period and the Plaintiff's pay rates during those workweeks.

12. The Defendant denies any and all liability to Plaintiffs.

13. The Plaintiffs' case alleges violations of the Fair Labor Standards Act. The continued instant litigation could well be lengthy and expensive for all parties. Further, the results of such cases are wide-ranging and incapable of being assured to any degree of certainty. The Plaintiffs who opted into the lawsuit previously authorized the Named Plaintiffs and Plaintiffs' counsel as their agents to make decisions on their behalf concerning the litigation and any settlement.

14. Prior to the Agreement, the parties had fully discussed issues related to class certification and participated in discovery. The parties' attorneys have also engaged in detailed discussions regarding claims and alleged damages in this case.

15. The Agreement was based upon a full understanding by the parties of their respective positions and the risk and benefits to concluding the action versus continuing the action.

16. The case is being settled by the Named Plaintiffs on behalf of themselves and the Opt-Ins. The Named Plaintiffs have agreed to a full release of wage and hour claims.

17. The parties request that the Settlement Agreement be reviewed and approved by the Court and that this action be dismissed with prejudice. In further support of this request, the parties submit as Exhibit 2 an affidavit of Plaintiffs' counsel regarding the reasonableness of the settlement and the requested fees in this case.

18. The parties urge the Court to find that the Agreement is fair, reasonable, and adequate and enter its Order authorizing the same and dismissing this action with prejudice. A proposed Order is attached to this Motion as Exhibit 3.

WHEREFORE, the parties, by counsel, respectfully request the Court enter an Order authorizing the settlement in this case, dismissing the action with prejudice, and for all other appropriate relief.

Dated: April 21, 2021

/s/ Jason T. Brown

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